

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

ROY D. NEWPORT, <i>et al.</i> ,	)	<b>Case No. CV-10-4511-WHA</b>
	)	
Plaintiffs,	)	<b>STIPULATION AND <del>PROPOSED</del></b>
	)	<b>ORDER EXTENDING DEFENDANT'S</b>
vs.	)	<b>TIME TO AMEND ANSWER AS A</b>
	)	<b>MATTER OF COURSE</b>
BURGER KING CORPORATION,	)	
	)	
Defendant.	)	
	)	

---

Pursuant to Local Rule 6-2, the parties hereby stipulate that Defendant Burger King Corporation's ("BKC's") last day to amend its Answer [DE 21] as a matter of course is extended through and including January 18, 2011, and declare as follows:

1. This is an action for declaratory relief to interpret the indemnification provisions in franchise agreements, leases, and subleases between BKC (as franchisor) and each Plaintiff (as franchisee).
2. Pursuant to stipulation, BKC filed its Answer and Affirmative Defenses [DE 21] on December 3, 2010.

1           3.       The current deadline for BKC to amend its Answer, and to assert any possible  
2 counterclaims against Plaintiffs and third-parties, without the Court's leave or Plaintiffs'  
3 consent, is December 30, 2010. Fed. R. Civ. P. 15(a)(1); 6(d).

4           4.       The parties agree and hereby stipulate to an enlargement of this deadline  
5 through and including January 18, 2011.

6           5.       Due to the vast number of Plaintiffs throughout the State of California, leased  
7 franchise restaurants, and franchise and lease agreements at issue in this action, and various  
8 scheduling conflicts and logistical concerns (including the intervening holidays), the  
9 requested enlargement of time is necessary to afford BKC, and its in-house counsel and  
10 undersigned outside counsel, an opportunity to effectively and substantively consider any  
11 amendments and/or counterclaims.

12          6.       There has been a recent change in the senior management team following  
13 BKC's recent acquisition by a global private equity firm. Thus, the requested enlargement  
14 also is necessary to allow sufficient time for BKC's new management team to consider the  
15 matter.

16          7.       Previous time modifications in this case have been made by stipulation only:  
17 extensions for BKC's answer to the Complaint [DE 16, 19 and 20] and for the parties' meet  
18 and confer under Fed. R. Civ. P. 26(f) [DE 23].

19          8.       The requested time change will not affect the date of any event or deadline  
20 already fixed by this Court.

21          9.       Accordingly, BKC respectfully requests that the Court enter an Order  
22 granting an enlargement, through and including January 18, 2011, within which BKC may  
23 amend its Answer and/or file any counterclaims as a matter of course.

24           IT IS SO STIPULATED.

25           \

26           \

27           \

1 Dated: December 23, 2010 GENOVESE JOBLOVE & BATTISTA, P.A.  
2 MICHAEL D. JOBLOVE (admitted *pro hac vice*)  
3 100 SE 2nd Street, Suite 4400  
4 Miami, Florida 33131

5 By: /s/ Michael Joblove<sup>1</sup>  
6 Attorneys for Defendant  
7 Burger King Corporation

8 Dated: December 23, 2010 HANSON BRIDGETT LLP  
9 RICHARD J. STRATTON  
10 KURT A. FRANKLIN  
11 MEGAN OLIVER THOMPSON  
12 425 Market Street, 26th Floor  
13 San Francisco, CA 94105

14 By: /s/ Richard Stratton  
15 Attorneys for Plaintiffs  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

26 \_\_\_\_\_  
27 <sup>1</sup> Pursuant to General Order No. 45, Section XB, of the United States District Court, Northern  
28 District of California, I, Michael Joblove, hereby attest that concurrence in the filing of this  
stipulation has been obtained from each of the signatories designated herein.

~~[PROPOSED]~~ ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: December 27, 2010



---

WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE